

"*James Steel*," offered to be given in Evidence as the Foundation of the Defendant's Title. Objected, on the Part of the Plaintiff, that *James Steel* by his Order only, without a Warrant from the Proprietors or the Commissioners of Property, could not authorise the Location of Lands: And even supposing it to amount to an Order from *James Logan* himself, as he was only one of *three* Commissioners, such Order cannot be a sufficient Warrant.

1763.

BUT THE COURT said, that under these Sort of Orders from the Proprietor's Officers, a great Part of the Province had been settled, and that for the general conveniency they had been heretofore allowed to be given in Evidence, and particularly in *M'Drwall's Case*. In that Case, last *April* Term, a Letter from *Richard Peters* Secretary of the Land-Office, to the same Effect as the above, was allowed; and the Letter in this Case was accordingly ruled to be given in Evidence.

A Plot of a Survey made in pursuance of the above Letter, in *Isaac Taylor's* own hand Writing, with a Note at the bottom thus "sur. gber 10. 1720," and in the Body of it, the Words "*William Willis* 400 Acres," not returned into the Surveyor General's or Secretary's Office, but found among *Isaac Taylor's* Land Papers, many Years after his Death, was allowed to be given in Evidence, against a regular Warrant and Survey posterior to the above; a Settlement and Possession being proved to have been made, the first Survey amounting to an Impropriation, and the Land Office appearing to have been shut between the Years 1718 and 1732.

N. B. On an Appeal to the King and Council, the Judgment of the Supreme Court was affirmed.

THOMAS WALLACE *versus* CHILD and STYLES.

SUIT on a Policy of Insurance. It was set forth in the Declaration that the Vessel sprung a Leak at Sea, and put into *Providence*, through Necessity.—The *Master of the Ship* was produced by the Plaintiff as a Witness to prove the Bill of Lading, and to give a general Account of the Transactions on board the Vessel and at *Providence*. His admission was opposed, because the Captain himself had Goods on-board which were insured, and the Money was refused to be paid by the Underwriters on his Policy till this Suit was determined, and therefore he was interested.—But it was answered, that the Master of the Ship was the only Person who can be supposed capable of giving a full Account of the Matter; and part of the Defence in this Case being, that the Goods insured were innumerable Commodities and therefore not lawful to be shipped from *Carolina* to *Madeira*; and the Captain's Goods insured, were not to be landed at *Madeira*, but at *London*, therefore the Captain's Insurance could not be affected by any Determination in this Case.

THE COURT ruled, that he should be examined on the *Voir dire*, and if he said he was disinterested, he should be sworn in chief; which was done, and he was admitted a Witness.

PRICE